

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JOHN GARDNER, SR. and JOHN GARDNER, JR.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, P.O. NIURCA
QUINONES (individually and in her capacity as a Police
Officer), JOHN DOES #1-5 (individually and in their
capacities as Police Officers) and CHARLES HYNES as
DISTRICT ATTORNEY, KINGS COUNTY,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

07 CV 5374 (BMC) (JO)

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WHEREAS, plaintiffs commenced this action by filing a complaint on or about
December 26, 2007, alleging that defendants violated their constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff John Gardner,
Sr. the total sum of TWENTY THOUSAND (\$20,000.00) DOLLARS in full satisfaction of all
claims, including claims for costs, expenses and attorney fees. Defendant City of New York

hereby agrees to pay plaintiff John Gardner, Jr. the total sum of TWENTY THOUSAND (\$20,000.00) DOLLARS in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiffs agree to dismissal of all the claims against the City of New York and to release Niurca Quiones and Charles Hynes, and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
September , 2008

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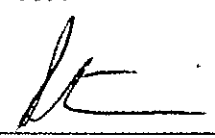
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By:



Charles Hymowitz, Esq. ()

By:



Stuart E. Jacobs (SJ 8379)
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.